# RECENT CASES

ATTORNEY AND CLIENT—DISBARMENT OF ATTORNEY—GROUNDS.—IN RE O'SULLIVAN, 107 N. Y. SUPP. 462.—*Held,* an attorney who received from a woman $300 to obtain the release of her husband from prison, agreeing to return $250 if he did not secure the pardon, and thereafter failing to secure the release, did not return the money, but appropriated it to his own use, was guilty of misconduct requiring his disbarment. Laughlin, J., *dissenting.*

An attorney-at-law is an officer of the court, admitted under its rules, and is liable to be disbarred for dishonorable conduct or any single criminal act, as may show that trust and confidence cannot be reposed in him as such. *Percy's Case,* 36 N. Y. 651. And if he does not conduct himself with fidelity to his clients, the court is not only warranted, but required, to disbar him, *Strout, Petitioner, v. Proctor,* 71 Me. 288. So where an attorney neglects and refuses to pay over money due to his client, after demand, this will be such a breach of professional duty as to require disbarment. *People ex rel. Hungate v. Cole,* 84 Ill. 327; *Wilson v. Popham,* 91 Ky. 327. But where an act is merely discreditable, the court will not take judicial notice of it and disbar him. *Dicken's Case,* 67 Pa. 169. Or where acts sufficient for disbarment have been committed, but the proof fails to disclose any bad motive for the commission thereof, either from the act itself or from the circumstances, disbarment is not authorized, *The State ex rel. Fowler v. Finley,* 30 Fla. 325.

CARRIERS—CARRIAGE OF LIVE STOCK—LIABILITY.—TEX. CENT. R. CO. V. G. W. HUNTER & CO., 104 S. W. 1075 (TEX.).—*Held,* a carrier of live stock is not an insurer against loss, except that due to an act of God, the public enemy, or the inherent qualities of the goods shipped, as in the case of inanimate freight; but the distinction is made that a carrier of live stock is further relieved from liability, in the absence of negligence, for loss due to the natural propensities and habits of the stock.

Carriers of animals are common carriers, subject to the same responsibilities as carriers of other classes of property. *Mo. Pac. R. Co. v. Harris,* 67 Tex. 166; *Myrick v. Mich. Cent. R. Co.,* 107 U. S. 102. But *L. S. & M. S. R. Co. v. Perkins,* 25 Mich. 329, holds that railroad companies are not by the common law, common carriers of live stock and can only make themselves such by assuming to convey as common carriers; while *Railroad Co. v. Hedges,* 9 Bush. (Ky.) 645, intimates that carriers of live stock are not insurers in any respect, but holds that the mere proof of an injury establishes a *prima facie* case. But the better rule seems to be that the common law liability of a common carrier to deliver live stock is not different from that where the delivery of merchandise is concerned. *St. L. & S. E. R. Co. v. Dorman,* 72 Ill. 504; *Rixford v. Smith,* 52 N. H. 355. And so a railroad is bound, at common law, as a common carrier, to receive and transport live animals as other property, and is liable, after receiving them as insurer against loss from any cause, except the act of God, the public enemy, or the inherent character or vicious propensities of the animals themselves. *G. C. &*